



SPUR TRACK AGREEMENT

Series

AGREEMENT made this _____ day of _____

19____, between

MONTANA MINING COMPANY, a corporation of Montana,
and

GREAT NORTHERN RAILWAY COMPANY

Location

WHEREAS, the Industry desires the construction, maintenance and operation of a track to be located at Coppley, Montana, shown colored red on the plan hereto attached and made a part hereof, marked "Exhibit A", the Railroad agrees to the construction, maintenance and operation of said track on the following terms and conditions:

Right of Way.

Section 1. The Industry shall first procure and furnish without expense to the Railroad all necessary right of way, including all necessary public authority and permission for the construction, maintenance and operation of the track.

Construction, Ownership and Maintenance.

Section 2. **Industry, at its expense, shall do all grading and furnish all ties, plates, and rail necessary for the construction of said track.**

Railroad, at Industry's expense, shall construct and maintain said track.

Industry shall own said track.

The Industry shall pay for all present and future changes in, or additions to, the Railroad's line, or construction, made necessary by the installation, maintenance and operation of the track.

In the event of separation of the grade of said track and of any highway being ordered by public authority, the Industry will indemnify the Railroad against any expense in connection therewith or consent to the removal of the track.

Payment.

Section 3. The Industry shall, before any construction is begun, pay to the Railroad the sum of \$ 4,300.00, the agreed cost of the work and materials to be furnished by the Railroad at the expense of the Industry.

The Industry shall pay to the Railroad from time to time the cost of the maintenance, additions and betterments, done by the Railroad, herein agreed to be borne by the Industry, within twenty days after bills are rendered therefor.

Should the Industry do any work of construction, maintenance, or of additions and betterments, it shall do such work in substantial and workmanlike manner, and in accordance with the Railroad's standards. If the Industry fails to properly maintain the track or to pay the bills therefor within the prescribed time the Railroad may disconnect the track, or refuse to operate over it.

Definition of Cost.

Section 4. "Cost" for the purpose of this agreement shall be actual labor costs plus assignable additives for payroll taxes, vacation allowances, and insurance against employers' liability; material and supplies to be charged at current value where used. Rental for equipment shall be on a no-profit basis to the Railroad. Necessary engineering and superintendence shall be provided by the Railroad without cost to the Industry.

Right of Railroad to Use.

Section 5. The Railroad shall have the right to use the track when not to the detriment of the Industry.

Clearances.

Section 6. The Industry shall not place, or permit to be placed, or to remain, any material, structure, pole or other obstruction within 8 1/2 feet laterally of the center or within 23 feet vertically from the top of the rail of said track; provided that if by statute or order of competent public authority greater clearances shall be required than those provided for in this Section 6, then the Industry shall strictly comply with such statute or order.

Public Assessments.

Section 7. The Industry shall pay all compensation and assessments required at any time by any municipality, public authority, corporation or person, for the privilege of constructing, maintaining and operating said track.

Traffic.

Section 8. The Industry shall deliver to the Railroad for transportation over its line of railway all freight consigned to or by businesses and industries served by or located upon or along said track which the industry can control, provided the rates of the Railroad for the transportation thereof be as reasonable and low as rates over competing railway lines; and in the event of the Industry's failure or refusal so to do the Railroad may ~~operate~~ **refuse** to operate said track.

to operate

Liability.

Section 9. It is understood that the movement of railroad locomotives involves some risk of fire, and the Industry assumes all responsibility for and agrees to indemnify the Railroad against loss or damage to property of the Industry or to property upon its premises, regardless of railroad negligence, arising from fire caused by locomotives operated by the Railroad on said track, or in its vicinity for the purpose of serving said Industry, except to the premises of the Railroad and to rolling stock belonging to the Railroad or to others, and to shipments in the course of transportation.

The Industry also agrees to indemnify and hold harmless the Railroad for loss, damage or injury from any act or omission of the Industry, its employees, or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation, while on or about said track; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto it shall be borne by them equally.

refuse to operate

Right to Disconnect.

Section 10. The Railroad shall have the right to ~~disconnect~~ said track ~~if the Industry shall cease to use it or to perform any covenant or condition of this agreement.~~

Assignment.

Section 11. The Industry shall not assign this agreement or any interest therein without the written consent of the Railroad, and for any departure in this respect the Railroad may terminate this agreement.

In presence of:

GREAT NORTHERN RAILWAY COMPANY

J. B. Linkhorn
L. P. Gendron

By *J. L. Hoban*
Asst. Vice President.

MONTANA MINING COMPANY

Charles L. Smith

J. C. [Signature]